a building for a boarding house and saloon for rent in order that the saloonkeeper might buy its beer (U. S. Brew. Co. *v.* Dolese, 259 Ill., 274, 10 N. E., 753, 47 L. R. A., N. S., 898). A few cases are directly contrary to the weight of authority (Twiss *v.* Guaranty L. Ass'n, 87 Iowa, 730, 55 N. W., 8, 43 Am. St. Rep., 418; Anheuser-Busch *v.* Heistand, 177 Fed., 197, 101 C. C. A., 367; Davis *v.* Old Colony Co., 131 Mass., 258, 41 Am. Rep., 221). In each of the other cases the doctrine of implied power was recognized. In Best Brewing Co. *v.* Klassen (185 Ill., 37, 57 N. E., 20, 50 L. R. A., 765, 76 Am. St. Rep., 26), where the benefit of the corporate business was held to be too remote, the court said that the question as to such contract being within the implied powers was one to 'be determined according to the facts of each case,' and that such guaranty must be a means tending directly to promote the corporate business 'and not amounting to a separate unauthorized business.' The doctrine we are following was thus recognized."

Federal Employers' Liability Act—Express Company Not Common Carrier by Railroad.—In Wells, Fargo & Co. *v.* Taylor, 41 Sup. Ct. 93, the Supreme Court of the United States, held that sec. 5 of the federal Employers' Liability Act, prohibiting contracts by employees of "common carriers" to release liability for injuries, does not apply to express companies.

The court said in part: "As respects the express company, it appears not merely that Taylor was in its employ, but also that the injuries were received while it was engaged and he was employed in interstate commerce; and so the question is presented whether the act embraces a common carrier by express, which neither owns nor operates a railroad, but uses and pays for railroad transportation in the manner before shown. The district court answered the question in the negative and the circuit court of appeals in the affirmative. A negative answer also has been given in a like situation by the court of errors and appeals of New Jersey (Higgins *v.* Erie R. Co., 89 N. J. L., 629, 99 Atl., 98); and a recent decision by the Supreme Court of Minnesota makes persuasively for that view (State ex rel. Great Northern Exp. Co. *v.* District Ct., 142 Minn., 410, 172 N. W., 310).

"In our opinion the words 'common carrier by railroad,' as used in the act, mean one who operates a railroad as a means of carrying for the public—that is to say, a railroad company acting as a common carrier. This view not only is in accord with the ordinary acceptation of the words, but is enforced by the mention of cars, engines, track, roadbed, and other property pertaining to a going railroad (see Southern P. Co. *v.* Jensen, 244 U. S., 205, 212, 213, 61 L. Ed., 1086, 1096, 1097, L. R. A., 1918C, 451, 37 Sup. Ct. Rep., 524, Ann. Cas., 1917E, 900, 14 N. C. C. A., 597); by the obvious reference in the

latter part of sections 3 and 4 to statutes requiring engines and cars to be equipped with automatic couplers, standard drawbars, and other appliances intended to promote the safety of railroad employees (see San Antonio & A. P. R. Co. *v.* Wagner, 241 U. S., 476, 60 L. Ed., 1110, 1117, 36 Sup. Ct. Rep., 626); by the use of similar words in closely related acts which apply only to carriers operating railroads (March 2, 1893, 27 Stat. at L., 531, chap. 196, Comp. Stat., sec. 8605, 8 Fed. Stat. Anno., 2d ed., p. 1155; May 30, 1908, 35 Stat. at L., 476, chap. 225, Comp. Stat., sec. 8624, 8 Fed. Stat. Anno., 2d ed., p. 1199; May 6, 1910, 36 Stat. at L., 350, chap. 208, Comp. Stat., sec. 8642, 8 Fed. Stat. Anno., 2d ed., p. 1420); and by the fact that similar words in the original Interstate Commerce Act had been construed as including carriers operating railroads, but not express companies doing business as here shown (1 Inters. Com. Rep. 677, 1 I. C. C. Rep., 349; United States *v.* Morsman, 3 Inters. Com. Rep., 112, 42 Fed., 448; Southern Indiana Exp. Co. *v.* United States Exp. Co., 88 Fed., 659, 662, s. c., 35 C. C. A., 172, 92 Fed., 1022. And see American Exp. Co. *v.* United States, 212 U. S., 522, 531, 53 L. ed., 635, 639, 640, 29 Sup. Ct. Rep., 315).

"As Taylor was not an employee of the railroad company, and the express company was not within the Employers' Liability Act, it follows that the act has no bearing on the liability of either company, or on the validity of the messenger's agreement.

"There being no statute regulating the subject, it is settled by the decisions of this court, and is recognized in other jurisdictions, that the messenger's agreement was a valid and binding contract whereby Taylor agreed to assume all risk of injury incident to his employment, from whatever cause arising, assented to the contractual arrangement between the two companies in respect of such injuries, and became obligated to the express company to refrain from asserting any liability against it or the railroad company on account of any such injuries. Express Cases, 117 U. S., 1, 29 L. Ed., 791, 6 Sup. Ct. Rep., 542, 628; Baltimore & O. S. W. R. Co. *v.* Voight, 176 U. S., 498, 44 L. Ed., 560, 20 Sup. Ct. Rep., 385, and cases cited; Santa Fe, P. & P. R. Co. *v.* Grant Bros. Constr. Co., 228 U. S., 177, 57 L. Ed., 787, 33 Sup. Ct. Rep., 474; Robinson *v.* Baltimore & O. R. Co., supra; Perry *v.* Philadelphia, B. & W. R. Co., 1 Boyce (Del.), 399, 77 Atl., 725; McKay *v.* Louisville & N. R. Co., 133 Tenn., 590, 182 S. W., 874; Fowler *v.* Pennsylvania R. Co., 143 C. C. A., 493, 229 Fed., 373."

Illegal Contracts—Employment to Promote Political Candidacy.—In Eads *v.* Stifel, 222 S. W. 482, the St. Louis Court of Appeals, held that under the Missouri statute a contract whereby plaintiff was employed for $100 a week and expenses to devote his time, services and